

THE GENERAL ASSEMBLY OF PENNSYLVANIA

HOUSE BILL

No. 72 Session of 2025

INTRODUCED BY BOROWSKI, GIRAL, KENYATTA, SMITH-WADE-EL, McANDREW, HOWARD, PIELLI, CIRESI, HOHENSTEIN, KHAN, GUENST, WARREN, SANCHEZ, HILL-EVANS, CEPEDA-FREYTIZ, DONAHUE, BRIGGS, O'MARA, CERRATO, GILLEN, CEPHAS, SOLOMON, KINKEAD, NEILSON AND GREEN, JANUARY 14, 2025

AS AMENDED ON SECOND CONSIDERATION, HOUSE OF REPRESENTATIVES, APRIL 28, 2026

AN ACT

1 Amending the act of April 6, 1951 (P.L.69, No.20), entitled "An
2 act relating to the rights, obligations and liabilities of
3 landlord and tenant and of parties dealing with them and
4 amending, revising, changing and consolidating the law
5 relating thereto," providing for tenants' rights in cases of
6 violence.

7 The General Assembly of the Commonwealth of Pennsylvania
8 hereby enacts as follows:

9 Section 1. The act of April 6, 1951 (P.L.69, No.20), known
10 as The Landlord and Tenant Act of 1951, is amended by adding an
11 article to read:

12 ARTICLE V-C

13 TENANTS' RIGHTS IN CASES OF VIOLENCE

14 Section 501-C. Definitions.

15 The following words and phrases when used in this article
16 shall have the meanings given to them in this section unless the
17 context clearly indicates otherwise:

18 "Attesting third party." A law enforcement official,

<--

1 ~~licensed health care professional, licensed social worker,~~  
2 ~~victim advocate or human services provider as defined under 37-~~  
3 ~~Pa. Code § 411.2 (relating to definitions).~~

4 ~~"Crime." An act of domestic violence, sexual violence or~~  
5 ~~stalking or a crime as defined under section 103 of the Crime~~  
6 ~~Victims Act.~~

7 ~~"Domestic violence." The occurrence of any of the following~~  
8 ~~acts between family or household members as defined under 23-~~  
9 ~~Pa.C.S. § 6102(a) (relating to definitions):~~

10 ~~(1) Intentionally, knowingly or recklessly causing, or~~  
11 ~~attempting to cause, bodily injury, serious bodily injury or~~  
12 ~~sexual assault.~~

13 ~~(2) Placing another individual in reasonable fear of~~  
14 ~~imminent serious bodily harm.~~

15 ~~(3) An act of domestic and other violence as defined in~~  
16 ~~55 Pa. Code § 3042.3 (relating to definitions).~~

17 ~~(4) The infliction of false imprisonment under 18-~~  
18 ~~Pa.C.S. § 2903 (relating to false imprisonment).~~

19 ~~"ATTESTING THIRD PARTY." A LICENSED HEALTH CARE~~ <--  
20 ~~PROFESSIONAL, LICENSED SOCIAL WORKER, DOMESTIC VIOLENCE~~  
21 ~~COUNSELOR OR ADVOCATE OR SEXUAL ASSAULT COUNSELOR AS THAT TERM~~  
22 ~~IS DEFINED IN 42 PA.C.S. § 5945.1 (RELATING TO CONFIDENTIAL~~  
23 ~~COMMUNICATIONS WITH SEXUAL ASSAULT COUNSELORS).~~

24 ~~"DOMESTIC VIOLENCE." AS THE TERM "ABUSE" IS DEFINED IN 23~~  
25 ~~PA.C.S. § 6102(A) (RELATING TO DEFINITIONS).~~

26 ~~"Domestic violence counselor/advocate." As defined in 23~~  
27 ~~Pa.C.S. § 6102(a).~~

28 ~~"Eligible tenant." Any of the following:~~

29 ~~(1) A tenant who is a victim.~~

30 ~~(2) A tenant who has a household member who is a victim.~~

1           (3) A tenant who has an immediate family member who is a  
2 victim and one of the following apply:

3           (i) the victim resided within 1,000 feet of the  
4 tenant's dwelling unit at the time of the applicable act  
5 or crime;

6           (ii) the applicable act or crime was committed in  
7 the tenant's dwelling unit or within 1,000 feet of the  
8 tenant's dwelling unit; or

9           (iii) the victim was ~~murdered~~ KILLED as a result of <--  
10 the applicable act or crime that took place within the  
11 county in which the tenant's dwelling unit is located or  
12 within 25 miles of the county in which the tenant's  
13 dwelling unit is located.

14       "Household member." The tenant's minor child or dependent or  
15 an individual authorized in writing by the landlord to reside in  
16 the dwelling unit. Written authorization must be provided in one  
17 of the following formats:

18           (1) certified mail;

19           (2) Priority Mail through the United States Postal  
20 Service;

21           (3) electronic mail;

22           (4) a form of electronic or digital communication used  
23 by the landlord; or

24           (5) any other form of written communication specified in  
25 the lease.

26       "Immediate family member." Any of the following:

27           (1) A child or dependent of the tenant, whether of a  
28 biological, foster, adoptive or step relationship and  
29 regardless of age.

30           (2) A parent, stepparent or legal guardian of a tenant

1 or of a tenant's spouse or domestic partner or an individual  
2 who stood in loco parentis to the tenant when the tenant was  
3 a minor child.

4 (3) An individual to whom the tenant is legally married  
5 or the domestic partner under the laws of any state.

6 (4) A sibling, grandparent or grandchild, whether of a  
7 biological, foster, adoptive or step relationship of the  
8 tenant or the tenant's spouse or domestic partner.

9 ~~"Murder." An act or conduct that would constitute an offense <--~~  
10 ~~under 18 Pa.C.S. § 2502 (relating to murder).~~

11 ~~"Rape crisis center." As defined in 42 Pa.C.S. § 5945.1(a)~~  
12 ~~(relating to confidential communications with sexual assault~~  
13 ~~counselors).~~

14 "Responsible party." An individual who commits, or is  
15 alleged to have committed, an act of which a tenant or an  
16 immediate family member or household member of the tenant is a  
17 victim.

18 "Sexual violence." As defined in 42 Pa.C.S. § 62A03  
19 (relating to definitions).

20 "Stalking." As defined in 18 Pa.C.S. § 2709.1 (relating to  
21 stalking).

22 "Tenant." An individual who is a party to a written lease of  
23 a dwelling unit and is entitled to possession of the dwelling  
24 unit.

25 "Victim." Any of the following:

26 (1) An individual against whom an act constituting  
27 domestic violence, sexual violence or stalking was committed  
28 or attempted, regardless of whether a responsible party was  
29 arrested, charged or convicted of a crime.

30 ~~(2) An individual against whom a crime as defined in <--~~

~~section 103 of the Crime Victims Act, was committed  
regardless of whether an alleged responsible party was  
arrested, charged or convicted for the commission of the  
crime, if the crime :~~

~~(2) AN INDIVIDUAL AGAINST WHOM A CRIME AS DEFINED IN  
SECTION 103 OF THE ACT OF NOVEMBER 24, 1998 (P.L.882,  
NO.111), KNOWN AS THE CRIME VICTIMS ACT, WAS COMMITTED  
REGARDLESS OF WHETHER AN ALLEGED RESPONSIBLE PARTY WAS  
ARRESTED, CHARGED OR CONVICTED FOR THE COMMISSION OF THE  
CRIME, IF THE CRIME:~~

~~(i) directly resulted in the individual's physical  
injury or death; or~~

~~(ii) included the responsible party exhibiting,  
drawing, brandishing or using a firearm or other deadly  
weapon or instrument. and directly resulted in the mental  
injury of the individual against whom the crime was  
committed.~~

~~(3) An individual who is an intervenor as defined in  
section 103 of the Crime Victims Act in an act or crime  
described under paragraph (1) or (2).~~

~~(4) An individual who was physically present at the  
scene of an act or crime described under paragraph (1) or (2)  
and witnessed the act or crime and who, as a direct result,  
suffers physical or mental injury.~~

~~"Victim advocate." An individual, whether paid or serving as  
a volunteer, who provides services to victims under the auspices  
or supervision of a victim service provider, district attorney  
or court or law enforcement agency.~~

~~"Victim service provider." An agency or organization that  
provides services to victims. The term includes a rape crisis~~

1 ~~center or domestic violence counselor/advocate.~~

2 Section 502-C. Early release or termination of lease.

3 (a) Required release.--An eligible tenant shall be released  
4 from a lease by providing notice in accordance with subsections  
5 (b) and (c). Providing notice in accordance with subsections (b)  
6 and (c) does not constitute a breach of the lease.

7 (b) Required notice.--

8 (1) An eligible tenant shall be released from a lease if  
9 the tenant provides the landlord with a valid notice under  
10 this subsection no later than ~~120~~ 90 days from the date of <--  
11 any of the following, whichever is later:

12 (i) The most recent occurrence of an act or crime  
13 which makes the tenant an eligible tenant.

14 (ii) A document described under paragraph (2) (ii)  
15 (A), (B), (C), ~~(D)~~, ~~(E)~~ or ~~(F)~~ OR (D) is issued. <--

16 ~~(iii) The responsible party is released from a~~ <--  
17 ~~prison, jail, juvenile detention facility or any other~~  
18 ~~detention facility or institution.~~

19 (2) A valid notice from the tenant under paragraph (1)  
20 shall include:

21 (i) A signed written notice that the tenant be  
22 released from the lease as of a specific date. The  
23 written notice under this subparagraph shall include a  
24 statement that the tenant intends to relocate for the  
25 safety or the physical or mental well-being of the tenant  
26 or an immediate family member or household member of the  
27 tenant as a direct result of an act of which the tenant  
28 or an immediate family member or household member is or  
29 was a victim.

30 (ii) One of the following documents:

1           (A) A copy of a valid court order, other than an  
2 ex parte order, that restrains the responsible party  
3 from contact with the tenant or an immediate family  
4 member or household member of the tenant.

5           ~~(B) A letter from a licensed medical or mental~~ <--  
6 health provider indicating that the tenant or an  
7 immediate family member or household member of the  
8 tenant is a victim.

9           ~~(C) A police report documenting the act of which~~  
10 the tenant or an immediate family member or household  
11 member of the tenant is a victim.

12           ~~(D)~~ (B) Evidence that the responsible party has <--  
13 been charged with or convicted of an act of which the  
14 tenant or an immediate family member or household  
15 member of the tenant is a victim.

16           ~~(E)~~ (C) A written certification form developed <--  
17 by the Office of Victim Advocate and signed by the  
18 tenant and an attesting third party in accordance  
19 with section 503-C.

20           ~~(F)~~ (D) If the tenant's immediate family member <--  
21 or household member is murdered, A VICTIM AND WAS <--  
22 KILLED AS A RESULT OF THE APPLICABLE ACT OR CRIME  
23 THAT TOOK PLACE WITHIN THE COUNTY IN WHICH THE  
24 TENANT'S DWELLING UNIT IS LOCATED, OR WITHIN 25 MILES  
25 OF THE COUNTY IN WHICH THE TENANT'S DWELLING UNIT IS  
26 LOCATED, any of the following:

27           (I) A written verification of death, burial  
28 or memorial services from a mortuary, funeral  
29 home, burial society, crematorium, religious  
30 institution, medical examiner or government

1                   agency.

2                   (II) A published obituary.

3                   (III) A death certificate.

4           (3) Valid notice under paragraph (1) must be provided in  
5 one of the following formats:

6                   (i) Certified mail.

7                   (ii) Priority Mail through the United States Postal  
8 Service.

9                   (iii) Electronic mail.

10                   (iv) Any other form of written communication  
11 specified in the lease.

12   (c) Effect of notice.--After a valid notice is provided by a  
13 tenant in accordance with subsection (b), the following shall  
14 apply:

15           (1) The tenant shall be released from the lease no later  
16 than 30 days after the date the notice was provided, or on  
17 the date specified in the notice under subsection (b) (2) (i),  
18 whichever is later and the tenant shall vacate the dwelling  
19 unit on or before the date of termination.

20           (2) The tenant shall not be liable for rent, early  
21 termination fees or other obligations under the lease  
22 accruing after the date of the termination.

23           (3) The termination shall not affect the tenant's  
24 obligations or outstanding rents or arrears under the lease  
25 accruing before the date of the termination.

26   (d) Construction.--

27           (1) Nothing in this section shall be construed to  
28 relieve a tenant who is not an eligible tenant from the  
29 tenant's obligations under a lease. If there are multiple  
30 tenants who are parties to a lease, the release of one or

1 more tenants under this section shall not terminate the lease  
2 with respect to the other nonterminating tenants. A tenant  
3 released from a lease under this section shall not be liable  
4 to the landlord or any other person for rent accruing after  
5 the tenant's release or for actual damages resulting from the  
6 tenant's release from the lease.

7 (2) Nothing in this section shall be construed to  
8 prohibit a landlord from allowing a tenant to terminate a  
9 lease early for any reason without requiring documentation.

10 (e) Limitation.--A tenant may not seek the termination of or  
11 a release from a lease under this section on the basis of an act  
12 for which the tenant is a responsible party.

13 Section 503-C. Certification form requirements.

14 (a) Certification form.--The Office of Victim Advocate shall  
15 develop and display on the Office of Victim Advocate's publicly  
16 accessible Internet website a certification form with the  
17 requirements specified under subsection (b).

18 (b) Required information.--

19 (1) A tenant shall verify all of the following  
20 information in the certification form developed by the Office  
21 of Victim Advocate for the purpose of section 502-C(b)(2)(ii) <--

22 ~~(E)~~ 502-C(B)(2)(II)(C): <--

23 (i) The tenant's name and the address of the  
24 dwelling unit.

25 (ii) The name of each victim if different from the  
26 tenant's name.

27 (iii) The name of the responsible party if it is  
28 known and can be safely disclosed.

29 (iv) The approximate locations and dates during  
30 which the act or acts that qualify the tenant as an

1 eligible tenant occurred, including the most recent date.

2 (v) A statement that the tenant intends to relocate  
3 for the safety or the physical or mental well-being of  
4 the tenant or an immediate family member or household  
5 member of the tenant as a direct result of an act of  
6 which the tenant or an immediate family member or  
7 household member is a victim.

8 (vi) The date on which the tenant intends to  
9 terminate the lease.

10 (2) An attesting third party shall verify all of the  
11 following information in the certification form for the  
12 purpose of section 502-C(b)(2)(ii)-(E) 502-C(B)(2)(II)(C): <--

13 (i) The name and business telephone number of the  
14 attesting third party.

15 (ii) The capacity in which the attesting third party  
16 received the information that the tenant or an immediate  
17 family member or household member was a victim.

18 (iii) A statement that the attesting third party:

19 (A) read the tenant's verification under  
20 paragraph (1) and has been advised by the tenant that  
21 the tenant or an immediate family member or household  
22 member of the tenant is a victim;

23 (B) believes that the tenant or an immediate  
24 family member or household member of the tenant is a  
25 victim;

26 (C) believes the tenant is an eligible tenant;

27 (D) believes that the tenant needs to relocate  
28 for the safety or the physical or mental well-being  
29 of the tenant or an immediate family member or  
30 household member of the tenant as a direct result of

1 an act of which the tenant or an immediate family  
2 member or household member is a victim; and

3 (E) understands that the verification under this  
4 paragraph may be used as the basis for releasing the  
5 tenant from a lease.

6 (c) Confidentiality.--Furnishing evidence or providing a  
7 verification under this section or section 502-C shall not waive  
8 a confidentiality or privilege that may exist between the tenant  
9 or victim and an attesting third party.

10 Section 504-C. Change of locks.

11 (a) Right of tenants.--Subject to subsections (b) and (c),  
12 if a tenant is an eligible tenant and the tenant has a

13 reasonable fear that a responsible party or another individual  
14 acting on the responsible party's behalf may attempt to gain

15 access to the tenant's dwelling unit, the tenant may change or <--  
16 rekey the locks or other security devices for the dwelling unit.

17 A tenant who changes or rekeys the locks shall notify the  
18 landlord within 24 hours and make arrangements to immediately

19 provide a key or other means of access to the landlord or any  
20 other tenant, other than the responsible party, who is a party

21 to a lease. REQUEST THE LANDLORD CHANGE OR REKEY THE LOCKS OR <--  
22 OTHER SECURITY DEVICES FOR THE DWELLING UNIT AT THE TENANT'S

23 EXPENSE. THE FOLLOWING SHALL APPLY:

24 (1) IF THE LANDLORD FAILS TO RESPOND TO THE TENANT'S  
25 REQUEST WITHIN 24 HOURS, THE TENANT MAY CHANGE OR REKEY THE  
26 LOCKS OR OTHER SECURITY DEVICES FOR THE DWELLING UNIT IN A  
27 PROFESSIONAL MANNER AT THE TENANT'S EXPENSE.

28 (2) IF THE TENANT CHANGES OR REKEYS THE LOCKS OR OTHER  
29 SECURITY DEVICES UNDER PARAGRAPH (1), THE TENANT SHALL  
30 PROMPTLY NOTIFY THE LANDLORD AND MAKE ARRANGEMENTS TO

1 IMMEDIATELY PROVIDE A KEY OR OTHER MEANS OF ACCESS TO THE  
2 LANDLORD OR ANY OTHER TENANT, OTHER THAN THE RESPONSIBLE  
3 PARTY, WHO IS A PARTY TO THE LEASE.

4 (b) Right of landlords.--If the locks or other security  
5 devices are changed or rekeyed under subsection ~~(a)~~ (A)(1), the <--  
6 landlord may change or rekey the locks, AT THE LANDLORD'S <--  
7 EXPENSE, to ensure compatibility with the landlord's master key  
8 or other means of access or otherwise accommodate the landlord's  
9 reasonable commercial needs.

10 (c) Prohibition.--If a responsible party is a party to a  
11 lease, a tenant may not change or rekey the locks or other  
12 security devices under subsection (a) unless:

13 (1) there is a court order expressly requiring the  
14 responsible party to vacate the dwelling unit or prohibiting  
15 the responsible party from having contact with the tenant or  
16 an immediate family member or household member of the tenant  
17 who is a victim of the responsible party; and

18 (2) the tenant provides a copy of the court order under  
19 paragraph (1) to the landlord.

20 (d) Civil relief.--A responsible party shall not be entitled  
21 to damages or other civil relief against a landlord or tenant  
22 who complies in good faith with this section.

23 Section 505-C. Prohibition on certain acts by landlords.

24 (a) Prohibition.--A landlord may not do any of the following  
25 with respect to the tenant, provided the tenant is not the  
26 responsible party:

27 (1) Assess a fee or penalty against a tenant or  
28 otherwise retaliate against the tenant solely for exercising  
29 a right granted under this article.

30 (2) Consider a tenant for any purpose, due solely to the

1 tenant exercising a right granted under this article, to have  
2 breached the terms of the lease.

3 (3) Refuse to return a tenant's security deposit solely  
4 because an eligible tenant exercised a right granted under  
5 this article. The provisions of Article V shall otherwise  
6 apply with regard to the retention or return of escrow funds,  
7 including security deposits, and other sums that may be  
8 withheld by the landlord.

9 (4) Increase or threaten to increase the rent, security  
10 deposit or fees payable under a lease, decrease or threaten  
11 to decrease services required under a lease or this act,  
12 terminate or threaten to terminate a lease, serve a notice to  
13 quit or otherwise threaten to terminate a periodic tenancy  
14 prior to the end of the term, bring or threaten to bring an  
15 action for possession or impose different rules or  
16 selectively enforce the landlord's rules because of any of  
17 the following:

18 (i) A tenant or an immediate family member or  
19 household member of the tenant is or has been a victim.

20 (ii) A tenant or proposed tenant has previously  
21 exercised a right granted under this article.

22 (iii) Police or emergency personnel responded to a  
23 good faith complaint of activities relating to the act or  
24 acts of which the tenant or an immediate family member or  
25 household member of the tenant is a victim.

26 (5) Disclose confidential information reported to the  
27 landlord pursuant to this article unless any of the following  
28 apply:

29 (i) The tenant provides written consent.

30 (ii) The information is required to be disclosed by

1 a court order or any Federal or State law.

2 (iii) The information is provided in the normal  
3 course of business to a landlord's professional advisors,  
4 including, but not limited to, an attorney, accountant or  
5 financial advisor. If information is provided to a  
6 professional advisor under this paragraph, the  
7 professional advisor is prohibited from sharing the  
8 information with any other third party.

9 (b) Confidential information.--The following documents and  
10 information contained within the documents shall be confidential  
11 and may not be disclosed, except as provided in subsection (a)  
12 (5):

13 (1) Notice of the eligible tenant's intent to relocate.

14 (2) Medical records of the eligible tenant or tenant's  
15 household member or immediate family member, including  
16 letters from licensed medical or mental health providers  
17 described in section 502-C.

18 (3) Court documents that are not publicly available.

19 (4) Law enforcement records.

20 (5) Written certification forms signed by the tenant and  
21 an attesting third party described in section 503-C.

22 (6) Written verifications of death as described in  
23 section 503-C that are not publicly available.

24 (c) Willful violation.--

25 (1) If a landlord willfully violates this section, a  
26 tenant may terminate a lease or defend an action for  
27 possession on the grounds that the landlord willfully  
28 violated this section or obtain appropriate injunctive  
29 relief.

30 (2) In the action under paragraph (1), the court shall

1     award the tenant an amount equal to two months' rent, or  
2     double actual damages, whichever is greater.

3     Section 2. The addition of Article V-C of the act shall  
4     apply to leases entered into or extended on or after the  
5     effective date of this section.

6     Section 3. This act shall take effect in 180 days.